and that it was an accurate and correct representation. Another X-ray expert, called by the opposition, expressed the opinion that the picture was of little or no value. The point was made that it was error to allow the jury to take the skiograph or X-ray picture with them when they retired to consider their verdict. The law in Illinois permits "papers read in evidence, other than depositions," to be carried by the jury into the jury room. The court holds that skiographs produced in evidence in a trial before a jury are "read" in evidence, within the definition of the word "read," as given by Webster, viz., to discover or undertand by characters, marks, features, etc; to gather the meaning of by inspection; to learn by observation.

ELECTIONS—STATUS OF CONTESTING CANDIDATE AT A VOID ELECTION—SEC. 145A, VA. CODE 1904.—In the case of *Nelson* v. *Sneed*, 83 S. W. 786, a bill in equity to contest an election alleged that the contestant was in fact elected, and the election returns were false and procured by corrupt practices, rendering the election in certain districts void, and requiring the returns therefrom to be disregarded. The Supreme Court of Tennessee holds, in the first place, that the suit must be considered as one by the contestant, brought in his own right, to recover the office. It is then held that because of the irregularities alleged in the bill no valid election was held, and, this being the case, the contestant was not entitled to the office. The court then points out that the statute provides that a suit by a citizen to have an election declared void must be brought within twenty days after the election. The net result of these holdings appears to be that in spite of the void election the other candidate retains the office.

Quaere, as to the effect of the Barksdale Pure Election Law (Sec. 145a, Va. Code 1904), which declares in effect that if it is alleged in a contest and is proven that the provisions thereof have been violated by the contestee, or his friends, "then said election shall be declared void, unless it also appears that the contestant is entitled to the office for which he is contesting."

PERSONAL INJURY—CONTRACTS RELEASING EMPLOYERS FROM LIABILITY FOR INJURIES.—The Supreme Court of New York, in *Johnson* v. *Fargo*, 90 New York Supplement, 725, declares the usual contract releasing an employer from liability for injuries which may befall the employee to be void as against the public policy. It is stated that contracts breaking down the common-law liability, and relieving persons from just penalties for their negligent and improper conduct, are not favored by the law, and will not be given an enforcement beyond that demanded by their strict construction. The court distinguishes the case from the *Express Company Cases*, 20 Sup. Ct. R. 385, and points out at some length the evils which would result from upholding such a contract. This is the first case involving this class of agreements which has been passed upon by the appellate courts of New York.

CONTRACTS FOR INDEFINITE TERM—RIGHT TO TERMINATE—In the case of *Hickey* v. *Kiam*, 83 S. W. 716 the court passes upon a contract made by a letter and accepted by a telegram, in which a position was offered at a certain salary,

and the statement was made that if the services to be rendered were satisfactory the employee could have the position as long as she wished to keep it. The employee was afterwards dismissed without notice and without any reason being given. The court holds that such a contract is not enforceable unless the employee fixes the period over which his services are to extend at the time he presents himself for work.

LIBEL—PUBLICATIONS LIBELOUS PER SE.—Upon authority of the *Triggs Case* (71 N. E. 742), recently before the Court of Appeals, the Appellate Division, First Department, holds in the case of *Woolworth* v. *Star Co.*, 90 New York Supplement, 147, that the publication in a daily paper of a news item to the effect that plaintiff's wife had left him because he neglected everything, herself included, in his absorbing pursuit of millions, was libelous *per se*, in that it held up the plaintiff to the contempt and scorn of the public. It is interesting to note that the paragraph was part of an article published in the defendant's newspaper relating to the plaintiff, and to his great success in establishing his business, evolving interests of great magnitude from very small beginnings.

INTOXICATING LIQUORS—"RETAILING" INTOXICATING LIQUORS.—It is held in *Friedman* v. *Commonwealth*, 83 S. W. 1040, that where a licensed wholesale liquor dealer makes an agreement with his agents to give them one quart of whiskey for each sale by the agents of five gallons, such a transaction is, as to such quart given to the agent, a retailing of liquor without a license therefor. The court points out that instead of paying money for the liquor the agent performs services in order to pay for it.

INNKEEPER—DEGREE OF CARE.—In the case of *Clancy* v. *Baker*, 131 Fed. 161, the Circuit Court of Appeals for the Eighth Circuit discusses the question as to whether innkeepers are to be held to the same degree of care as is required of carriers, or, in other words, whether they must exercise the "utmost care" for the protection of their guests. In this case a six year old boy, the son of a guest of the hotel, was injured by one of the hotel's servants while the latter was not on duty, and it was sought to hold the hotel management liable in damages. Relief was denied by a divided court, however, Judge Thayer dissenting in an opinion.

ROBBERY—FORM OF INDICTMENT—SEC 3674, VA. CODE 1904.—In a recent case, *Commonwealth* v. *Stallings*, the Circuit Court of Henrico (Judge Clopton, presiding), sustained a demurrer to an indictment for robbery, which only alleged that the accused made "an assault and in bodily fear feloniously did put and violently did take and steal," but did not set out the form of violence, whether it was by strangulation, or suffocation, or striking, or beating, etc., the court holding that it was necessary to state specifically the form of violence by which the robbery was committed.

The form of indictment in Mayo's Guide, p. 611, is incorrect in this particular. C. B. G.